

FUNDRAISING TO ASSIST PEOPLE WITH MULTIPLE SCLEROSIS

The Australian Government has developed legislation in each State and Territory governing the conduct of fundraising (the Fundraising Acts). Under the Fundraising Acts, anyone wishing to raise money for charitable purposes on behalf of another organisation must hold an authority to fundraise issued by that organisation. So before you get started in your fundraising for Multiple Sclerosis Limited (MS), we will need to authorise your fundraising activity or event.

All individuals, groups or organisations who wish to fundraise must accept certain conditions and register with us, whatever the size of the event or the donation (cash or kind). This Agreement to Fundraise (or Agreement) is designed to assist you in planning your event in support of MS. It is a legally binding agreement made between you (as the fundraiser) and MS, and contains some important terms and conditions.

Thanks again for your support! We're sure that you'll enjoy fundraising for MS and know that you will share in the reward of supporting the care and services available for those living with multiple sclerosis.

Becoming a MS fundraiser

To start raising funds for MS, please read through this Agreement, then complete and sign the Agreement accepting MS' fundraising conditions.

If your fundraiser/event is suitable, MS will send you an authorisation letter or 'sanction' to fundraise on our behalf. MS may decide whether or not your event is suitable in its sole discretion. The sanction will be valid for the date(s) of the event, as set out on this Agreement.

You are not authorised to use MS as your beneficiary charity until you have received the sanction letter.

Fundraising for MS

Due to limited resources, MS is not able to take a coordination role in your event, such as assistance with ticket sales, soliciting prizes or organising celebrities.

The event, including all financial aspects, fundraising, raffles, record keeping and management, shall be conducted in your name and is your sole responsibility.

Under this Agreement we appoint you as our non-exclusive agent to solicit and receive donations on our behalf in connection with the event, you accept that appointment on the terms of this Agreement.

You must plan the event with the approval of MS and MS expects a reasonable level of liaison and information about the event. Any changes made from the original details provided on this Agreement must be reported to MS and may result in a new sanction being authorised or the sanction being withdrawn.

You must use your best endeavours, at all times, to answer honestly any question directed to you in relation to the purpose of the event or the details of the event, or to arrange to find answers to questions that you are unable to answer. In particular, if requested, information is to be given as to how the gross income obtained from the event will be donated. You must not make any false or misleading representations in conducting the event.

You agree to comply with all applicable Fundraising Acts, other laws, regulations and by-laws (including all applicable privacy laws) and any other conditions which we may notify to you. In conducting the event, you agree to refrain from doing anything which may reasonably be expected to damage the goodwill, reputation or integrity of MS.

MS requires that there be no door-to-door appeals, street collections or telephone solicitation of any kind to the public in connection with the event.

Financial aspects of the event

Any expenditure involved with the conduct of your event and any disposition of funds and profits resulting from the event must be properly authorised by MS before the commencement of the event. You must take all reasonable steps to ensure that the expenses do not exceed 40% of the gross proceeds obtained from the event. You must retain accurate, true and appropriate records in relation to particulars of all items of gross profit received, particulars of all expenditure incurred and particulars of all transactions in relation to the event.

You agree that you will not retain any part of the gross profits raised during the event as a commission, wage or other fee. All profit (minus fair and reasonable expenses) must be sent to MS. You must not retain any part of the profit or any other benefit received from the event.

The proceeds of the event, the official sanction letter, and a statement of income and expenditure together with copies of receipts for all expenditure, are to be sent to MS within 14 days of the conclusion of the Event.

Receipts

Receipts can be issued for all money received, except where the money is received in a collection box or in return for goods or services. Individual receipts for tax deductions for supporters of the event can be issued by MS if that supporter makes a donation of \$2.00 or more to MS. There is an option to request receipt books on the Agreement to fundraise form. If requested these will be posted to you.

When the supporter has received goods or services in return for money given (e.g. purchased raffle tickets or prizes at auction), a tax deductible receipt cannot be issued.

The use of MS name and logo

Any advertising for the event must clearly disclose that the event is being conducted in support of MS. Printed material and advertisements must state how the proceeds from the event are to benefit MS, e.g. 'all proceeds from this event' or 'all proceeds from the auction'.

You agree that you have no right to the names 'Multiple Sclerosis Limited' or 'MS' and that you do not have the right to raise funds in those names. This means you cannot call your event an MS event i.e. MS Trivia Night, however you can call it a "Trivia night in support of MS". MS can assist with wording to describe the relationship between you and MS for all fundraiser promotional material. Recommended wording would be, 'This event proudly supports MS' or 'Funds raised will assist those living with MS'.

If you wish to use the MS logo on any materials or products, you must obtain prior permission from MS.

Any printed materials or advertisements to be used in relation to the event must be submitted to MS for approval. Please allow 10 days for approval of your material.

Media and public relations

You are responsible for generating your publicity. If the media require information about MS they must contact our media team. The fundraiser is not authorised to talk speak on behalf of MS, only about the fundraising activity. Please also make it clear you are raising money in aid of MS and that you do not represent MS.

MS representatives

An MS Representative can be arranged to attend your event depending on availability. At least three weeks' notice is required. Please note: not all requests will be able to be met due to limited staff numbers and some event locations.

Permits

Some activities require permits e.g. raffles where the total prize pool is over a certain amount. Permits are also required by councils and shopping centres for outdoor events. Visit www.australia.gov.au and search under 'Gaming and Racing' for a full list of local gaming authorities in your relevant state.

Liability

All aspects of financial and public liability and public safety are the responsibility of the event organiser. As MS is not the event organiser we are unable to cover any liability on your behalf. Therefore, please ensure that any space or venue used for your fundraising activities has the required public liability insurance.

You agree to release MS to the fullest extent permissible under law for all claims, except where such liability arises because of the negligence of MS or its agents.

Termination and governing law

MS may revoke the sanction granted to you and terminate this Agreement at any time if you engage in any act or omission as part of promoting the event which may adversely affect the reputation of MS, or if you engage in any conduct which, in MS' reasonable opinion, is prejudicial to the affairs of MS, contrary to its objectives or which brings MS' name into disrepute.

If we revoke the sanction granted to you, you must immediately stop promoting the event.

This Agreement is governed by the law.



#DoltForMS
www.DoltForMS.org.au